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PATENT

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In Re Application Of

David Frazer Bennett

Serial No.: 09/509,674

Filed: March 30, 2000

For: PEER-TO-PEER COMMUNICATION
IN RADIO NETWORK

Group Art Unit: 2684

Examiner: Tuan A. Tran

Atty. Dkt. No. 00074.87359

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313

Sir:

Please recognize Wendy Koba (Reg. No. 30,509) and Samuel H. Dworetzky (Reg. No. 27,873) as associate attorneys with full power to prosecute this patent application and to transact all business in the United States Patent and Trademark Office in connection with this patent application. Please direct all correspondence in this matter to:

Wendy Koba, Esq.
P.O. Box 556
Springtown, PA 18081.

Respectfully submitted,
BANNER & WITCOFF, LTD.

June 5, 2003

By:


Thomas H. Jackson
Registration No. 29,808

BANNER & WITCOFF, LTD.
Eleventh Floor
1001 G Street, N.W.
Washington, D.C. 20001-4597
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Facsimile: (202) 824-3001

JOINT DECLARATION FOR PATENT APPLICATION

As the below named inventors, we hereby declare that:

Our residences, post office addresses and citizenships are as stated below next to our names;

We believe we are the original, first and joint inventors of the subject matter which is claimed and for which a patent is sought on the invention entitled PEER-TO-PEER COMMUNICATION IN RADIO NETWORK, the specification of which

- is attached hereto.
- was filed on March 30, 2000 as Application Serial Number 09/509,674 and was amended on _____ (if applicable).
- was filed under the Patent Cooperation Treaty (PCT) and accorded International Application No. _____, filed _____, and amended on _____ (if any).

We hereby state that we have reviewed and understand the contents of the above identified specification, including the claims, as amended by any amendment referred to above.

We hereby acknowledge the duty to disclose information which is material to patentability in accordance with Title 37, Code of Federal Regulations, §1.56(a).

Prior Foreign Application(s)

We hereby claim foreign priority benefits under Title 35, United States Code, §119 of any foreign application(s) for patent or inventor's certificate listed below and have also identified below any foreign application(s) for patent or inventor's certificate having a filing date before that of the application on which priority is claimed:

Country	Application No.	Date of Filing (day month year)	Date of Issue (day month year)	Priority Claimed Under 35 U.S.C. §119
United Kingdom	9720856.5	01/10/97		YES
PCT	WO 99/17566	01/10/98	08/04/99	YES

Prior United States Provisional Application(s)

We hereby claim priority benefits under Title 35, United States Code, §119(e)(1) of any U.S. provisional application listed below:

U.S. Provisional Application No.	Date of Filing (day month year)	Priority Claimed Under 35 U.S.C. §119(e)(1)

Prior United States Application(s)

We hereby claim the benefit under Title 35, United States Code, §120 of any United States application(s) listed below and, insofar as the subject matter of each of the claims of this application is not disclosed in the prior United States application in the manner provided by the first paragraph of Title 35, United States Code, §112, we acknowledge the duty to disclose material information as defined in Title 37, Code of Federal Regulations, §1.56(a) which occurred between the filing date of the prior application and the national or PCT international filing date of this application:

Application Serial No.	Date of Filing (Day, Month, Year)	Status — Patented, Pending, Abandoned

BANNER & WILCOFF, LTD.

Attorney for Plaintiff
ANTHONY JAMES O'BRIEN
NOTARY PUBLIC

Power of Attorney

And we hereby appoint, both jointly and severally, as our attorneys with full power of substitution and revocation, to prosecute this application and to transact all business in the Patent and Trademark Office connected herewith the following attorneys and agents, their registration numbers being listed after their names:

ALATHER, Robert F.	31,810	HEMMENDINGER, Lisa M.	42,653	NELSON, Jon O.	24,566
BANNER, Donald W.	17,037	HONG, Patricia E.	34,373	NIEGOWSKI, James A.	28,331
BANNER, Mark T.	29,888	HOSCHEIT, Dale H.	19,090	PATEL, Binal J.	42,065
BANNER, Pamela I.	33,644	HYMEL, Lin J.	45,414	PATHAK, Ajay S.	38,266
BECKER, Matthew P.	45,824	IWANICKI, John P.	34,628	PAYNE, Stephen S.	35,316
BECKETT, William W.	18,262	JACKSON, Thomas H.	29,808	PETERSON, Thomas L.	30,969
BERGHAMMER, Joseph J.	46,057	KAGAN, Sarah A.	32,141	POTENZA, Joseph M.	28,175
BODNER, Jordan	42,338	KATZ, Robert S.	36,402	PRATT, Thomas K.	37,210
BUROW, Scott A.	42,373	KLEIN, William J.	43,719	RENK, Christopher J.	33,761
CALLAHAN, James V.	20,095	KRAUSE, Joseph P.	32,578	RESIS, Robert H.	32,168
CHANG, Steve S	42,402	LINEK, Ernest V.	29,822	RIVARD, Paul M.	43,446
COHAN, Gregory J.	40,959	MALONE, Dale A.	32,155	ROBINSON, Douglas W.	32,751
COOPERMAN, Marc S.	34,143	MANNAVA, Ashok K.	45,301	SCHAD, Steven P.	32,550
CURTIN, Joseph P.	34,571	MAPLE, Marie-Claire B.	37,588	SHIFLEY, Charles W.	28,042
DAWSON, John R.	39,504	MAY, Steven A.	44,912	SKERPON, Joseph M.	29,864
DeMOOR, Laura J.	39,654	McDERMOTT, Peter D.	29,411	STOCKLEY, D. J.	34,257
EVANS, Thomas L.	35,805	McKEE, Christopher L.	32,384	VAN ES, J. Pieter	37,746
FEDOROCHKO, Gary D.	35,509	McKIE, Edward F.	17,335	WITCOFF, Sheldon W.	17,399
FISHER, Daniel E.	34,162	MEDLOCK, Nina L.	29,673	WOLFFE, Franklin D.	19,724
FISHER, William J.	32,133	MEECE, Timothy C.	38,553	WOLFFE, Susan A.	33,568
GLEMBOCKI, Christopher R.	38,800	MEEKER, Frederic M.	35,282	WRIGHT, Bradley C.	38,061
HANLON, Brian E.	40,449	MILLER, Charles L.	43,805		
		MITRIUS, Janice V.	43,808		
		MORENO, Christopher P.	38,566		

All correspondence and telephone communications should be addressed to:

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Washington, D.C. 20001-4597

Customer Number: 22907
Tel: (202) 508-9100
Fax: (202) 508-9299

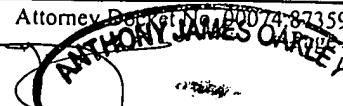
We hereby declare that all statements made herein of our own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

Signature 
 Full Name of First Inventor Bennett Date 28/2/2001
 Family Name David Second Given Name Frazer
 Residence Cambridge, England First Given Name David
 Post Office Address 39 Argyle Street, Cambridge CB1 3LR, England Citizenship British

Signature D. J. Cen Date 26/2/2001
 Full Name of Second Inventor Clarke Date 26/2/2001
 Family Name David Second Given Name Julian
 Residence Cambridge, England First Given Name David
 Post Office Address 9 Lawrence Lea, Harston, Cambridge CB2 5QR, England Citizenship British
 Post Office Address Lawrence

BANNER & WITCOFF, LTD.

Attorney Registration No. 00074-87359


ANTHONY JAMES CARTER

NOTARY PUBLIC

Signature *John Jones*
Full Name of Third Inventor Jones X Date 26-2-2001 X
Family Name Henry
First Given Name Alan
Residence Cambridge, England Second Given Name
Post Office Address 67 Narrow Lane, Histon, Cambridge CB4 4YP, England Citizenship British

Signature *David Leask*
Full Name of Fourth Inventor Leask X Date 11/7/2001 X
Family Name Matthew
First Given Name David
Residence Cambridge, England Second Given Name
Post Office Address Flat 2, St Regis, Chesterton Road, Cambridge CB4 1BY, England Citizenship Australian

Signature *Paul Osborn*
Full Name of Fifth Inventor Osborn X Date 26/2/01 X
Family Name Anthony
First Given Name Paul
Residence Huntingdon, England Second Given Name
Post Office Address 2 Elizabeth Way, Colne, Huntingdon PE28 3PH, England Citizenship British

Signature *Terence Todd*
Full Name of Sixth Inventor Todd X Date May 17/2001 X
Family Name Douglas
First Given Name Terence
Residence Ontario, Canada Second Given Name
Post Office Address 20 San Greco Drive, Hamilton, Ontario L9C 2B4, Canada Citizenship Canadian

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USAN 09/509,674

ASSIGNMENT AND AGREEMENT

Ats
AA
AA For value received, we, David Frazer Bennett of Cambridge, England, David Julian Clarke of Cambridge, England, Henry Alan Jones of Cambridge, England, Matthew David Leask of Cambridge, England, Anthony Paul Osborn of Huntingdon, England, and Douglas Terence Todd of Ontario, Canada hereby sell, assign and transfer to AT&T Laboratories Cambridge Limited, having an office at 24a Trumpington Street, Cambridge CB2 1QA, England and its successors, assigns and legal representatives, the entire right, title and interest, for the United States of America, in and to certain inventions related to Peer-To-Peer Communication In Radio Network described in an application for Letters Patent of the United States, and all the rights and privileges in said application and under any and all Letters Patent that may be granted in the United States for said inventions; and we also concurrently hereby sell, assign and transfer to AT&T Laboratories Cambridge Limited the entire right, title and interest in and to said inventions for all countries foreign to the United States, including all rights of priority arising from the application aforesaid, and all the rights and privileges under any and all forms of protection, including Letters Patent, that may be granted in said countries foreign to the United States for said inventions.

We authorize AT&T Laboratories Cambridge Limited to make applications for such protection in its own name and maintain such protection in any and all countries foreign to the United States, and to invoke and claim for any application for patent or other form of protection for said inventions, without further authorization from us, any and all benefits, including the right of priority provided by any and all treaties, conventions, or agreements.

We hereby consent that a copy of this assignment shall be deemed a full legal and formal equivalent of any document which may be required in any country in proof of the right of AT&T Laboratories Cambridge Limited to apply for patent or other form of protection for said inventions and to claim the aforesaid benefit of the right of priority.

We request that any and all patents for said inventions be issued to AT&T Laboratories Cambridge Limited in the United States and in all countries foreign to the United States, or to such nominees as AT&T Laboratories Cambridge Limited may designate.

We agree that, when requested, we shall, without charge to AT&T Laboratories Cambridge Limited, but at its expense, sign all papers, and do all acts which may be necessary, desirable or convenient in connection with said applications, patents, or other forms of protection.


David Frazer Bennett

Date: 28/2/2001

United States of America)

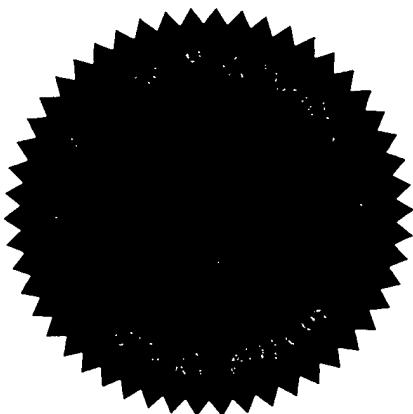
State of ENGLAND) ss:

County of CAMBRIDGE)

On this 28 day of FEBRUARY, 2001, before me personally came
David Frazer Bennett, to me known to be the individual described in and who executed the
foregoing instrument, and acknowledged execution of the same.


Notary Public

Adrian Piers Horwood-Smart
Notary Public
Merlin Place
Milton Road
Cambridge
England



D. J. C.
X _____ X
David Julian Clarke

Date: 26/2/2001 X

United States of America)

State of ENGLAND) ss:

County of CAMBRIDGE)

On this 26 day of February, 2001, before me personally came David Julian Clarke, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged execution of the same.

John Horwood-Smart X
Notary Public

Adrian Piers Horwood-Smart
Notary Public
Merlin Place
Milton Road
Cambridge
England

Date 26/2/2001

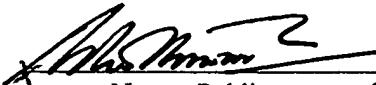

Henry Alan Jones

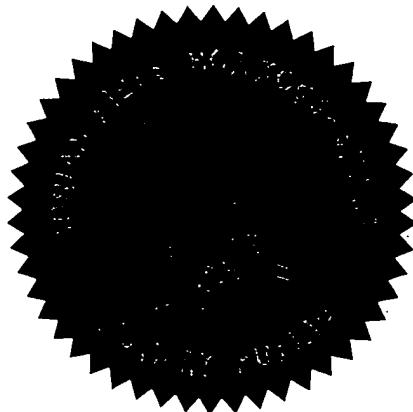
United States of America)

State of ENGLAND) ss:

County of CAMBRIDGE)

On this 26 day of FEBRUARY, 2001, before me personally came Henry Alan Jones, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged execution of the same.


Notary Public



Adrian Piers Horwood-Smart
Notary Public
1 Martin Place
Milton Road
Cambridge
England

Paul Osborn
X Anthony Paul Osborn
X

Date 26/2/01 X

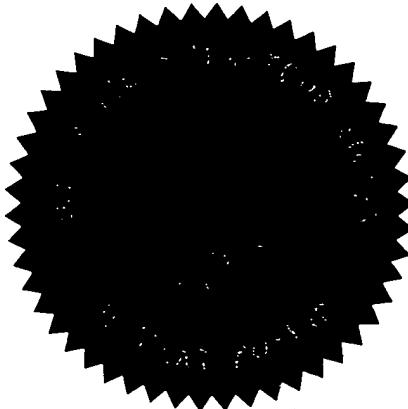
United States of America)

State of England) ss:

County of CAMBRIDGE)

On this 26 day of February, 2001, before me personally came Anthony Paul Osborn, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged execution of the same.

Adrian Piers Horwood-Smart
X
Notary Public



Adrian Piers Horwood-Smart
Notary Public
Merlin Place
Milton Road
Cambridge
England

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USAN 09/509,674

ASSIGNMENT AND AGREEMENT

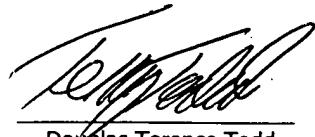
AA
AA
AA For value received, we, David Frazer Bennett of Cambridge, England, David Julian Clarke of Cambridge, England, Henry Alan Jones of Cambridge, England, Matthew David Leask of Cambridge, England, Anthony Paul Osborn of Huntingdon, England, and Douglas Terence Todd of Ontario, Canada hereby sell, assign and transfer to AT&T Laboratories Cambridge Limited, having an office at 24a Trumpington Street, Cambridge CB2 1QA, England and its successors, assigns and legal representatives, the entire right, title and interest, for the United States of America, in and to certain inventions related to Peer-To-Peer Communication In Radio Network described in an application for Letters Patent of the United States, and all the rights and privileges in said application and under any and all Letters Patent that may be granted in the United States for said inventions; and we also concurrently hereby sell, assign and transfer to AT&T Laboratories Cambridge Limited the entire right, title and interest in and to said inventions for all countries foreign to the United States, including all rights of priority arising from the application aforesaid, and all the rights and privileges under any and all forms of protection, including Letters Patent, that may be granted in said countries foreign to the United States for said inventions. *PF*

We authorize AT&T Laboratories Cambridge Limited to make applications for such protection in its own name and maintain such protection in any and all countries foreign to the United States, and to invoke and claim for any application for patent or other form of protection for said inventions, without further authorization from us, any and all benefits, including the right of priority provided by any and all treaties, conventions, or agreements.

We hereby consent that a copy of this assignment shall be deemed a full legal and formal equivalent of any document which may be required in any country in proof of the right of AT&T Laboratories Cambridge Limited to apply for patent or other form of protection for said inventions and to claim the aforesaid benefit of the right of priority.

We request that any and all patents for said inventions be issued to AT&T Laboratories Cambridge Limited in the United States and in all countries foreign to the United States, or to such nominees as AT&T Laboratories Cambridge Limited may designate.

We agree that, when requested, we shall, without charge to AT&T Laboratories Cambridge Limited, but at its expense, sign all papers, and do all acts which may be necessary, desirable or convenient in connection with said applications, patents, or other forms of protection.



Douglas Terence Todd

Date: May 14/2001

Prov : Ontario) ss:
State of : Ontario)
County of : Wentworth)
City of : Hamilton

On this 17 day of May, 2001, before me personally
came Douglas Terence Todd, to me known to be the individual described in and who
executed the foregoing instrument, and acknowledged execution of the same.

Norman R. Watson
Notary Public
Prov of Ont
#1. Exp.

SIMPSON & WATSON LLP.
BARRISTERS & SOLICITORS
950 KING STREET WEST
HAMILTON, ON L8S 1K8
(905) 527-1174 FAX: (905) 577-0661

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USAN 09/509,674

ASSIGNMENT AND AGREEMENT

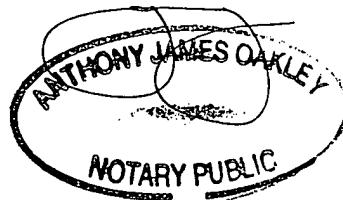
Mr
Mr
Mr For value received, we, David Frazer Bennett of Cambridge, England, David Julian Clarke of Cambridge, England, Henry Alan Jones of Cambridge, England, Matthew David Leask of Cambridge, England, Anthony Paul Osborn of Huntingdon, England, and Douglas Terence Todd of Ontario, Canada hereby sell, assign and transfer to AT&T Laboratories Cambridge Limited, having an office at 24a Trumpington Street, Cambridge CB2 1QA, England and its successors, assigns and legal representatives, the entire right, title and interest, for the United States of America, in and to certain inventions related to Peer-To-Peer Communication In Radio Network described in an application for Letters Patent of the United States, and all the rights and privileges in said application and under any and all Letters Patent that may be granted in the United States for said inventions; and we also concurrently hereby sell, assign and transfer to AT&T Laboratories Cambridge Limited the entire right, title and interest in and to said inventions for all countries foreign to the United States, including all rights of priority arising from the application aforesaid, and all the rights and privileges under any and all forms of protection, including Letters Patent, that may be granted in said countries foreign to the United States for said inventions.

We authorize AT&T Laboratories Cambridge Limited to make applications for such protection in its own name and maintain such protection in any and all countries foreign to the United States, and to invoke and claim for any application for patent or other form of protection for said inventions, without further authorization from us, any and all benefits, including the right of priority provided by any and all treaties, conventions, or agreements.

We hereby consent that a copy of this assignment shall be deemed a full legal and formal equivalent of any document which may be required in any country in proof of the right of AT&T Laboratories Cambridge Limited to apply for patent or other form of protection for said inventions and to claim the aforesaid benefit of the right of priority.

We request that any and all patents for said inventions be issued to AT&T Laboratories Cambridge Limited in the United States and in all countries foreign to the United States, or to such nominees as AT&T Laboratories Cambridge Limited may designate.

We agree that, when requested, we shall, without charge to AT&T Laboratories Cambridge Limited, but at its expense, sign all papers, and do all acts which may be necessary, desirable or convenient in connection with said applications, patents, or other forms of protection.



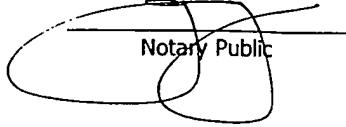
David Leask
Matthew David Leask

Date: 11/7/2001

State of Victoria AUSTRALIA) ss:

County of MULGRAVE)

On this 11th day of JULY, 2001, before me personally came Matthew David Leask, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged execution of the same.


Notary Public

